was qualified to judge for himself: *Griffith* v. *Strand,* 19 Wash. 686; and where both parties were equally familiar with the facts and the buyer had ample opportunity to inform himself: *Weaver* v. *Shriver,* 79 Md. 530. Where, however, one party has peculiar means of knowledge, or where a special trust or confidence is reposed by one party in the opinion of the other, false representation or expression of opinion as to value, intended to deceive, is regarded as fraud and entitles the defrauded party to a remedy: *Graffenstein* v. *Epstein,* 23 Kan. 443, 33 Am. Rep. 171; *Byrne* v. *Stewart,* 124 Pa. St. 450; *Coles* v. *Kennedy,* 81 Iowa 360. 25 Am. St. Rep. 503; *Maxted* v. *Fowler,* 94 Mich. 106; *Braley* v. *Powers,* 92 Me. 203. Representations, however, respecting the *cost* of an article or the price at which it was *bought,* as distinguished from representations of *value* as in the principal case, stand upon a different ground, the better line of decisions treat them as representations of fact, and when falsely made they amount to fraud: *Fairchild* v. *McMahon,* 139 N. Y. 290; *Teachout* v. *Van Hoesen,* 76 Iowa 113, 14 Am. St. Rep. 206, 1 L. R. A. 664; *Sanford* v. *Handy,* 23 Wend. 260; but many courts apply the same rule extended to other opinions of value; *Gasset* v. *Glasier,* 165 Mass. 473; *Holbrook* v. *Connor,* 60 Me. 578, 11 Am. Rep. 212; *MacKenzie* v. *Seeberger,* 76 Fed. 108, 22 C. C. A. 83.

WILLS—INTERLINEATION SUBSEQUENT TO SIGNING—ACKNOWLEDGMENT.—Testator, after he had subscribed his name to a will, inserted an additional bequest by an interlineation. Subsequently the signature was acknowledged in the presence of witnesses. *Held,* that the will with the interlineation was signed by the testator. *In re Bullivant's Will* (N. J. 1913), 88 Atl. 1093.

The statute of New Jersey prescribes that all wills shall be in writing, and shall be signed by the testator, which signature shall be made by the testator, or the making thereof acknowledged by him, and such writing declared to be his last will, in the presence of two witnesses. C. S. 5867 pl. 24. The court in construing this statute gave to the word "sign" its original meaning of signum or sign rather than its derivative meaning of sign manual or handwriting, and following out such interpretation held that the acknowledgment before the witnesses subsequent to the interlineation was equivalent to an adoption by the testator of his previous sign manual as his present sign. Such an adoption is conceivable but it can hardly be said that the makers of the statute had it in mind when they used the word "signed." The purpose of the statute which is very much similar to the English statute before 1837, was undoubtedly to prevent fraud, but it is obvious that to substitute acknowledgment, one of the safeguards against fraud, for signing, another safeguard, is to destroy one of of the safeguards. It is true that some cases have gone even further than this and held that the use of the testator's name in the beginning of the will, as, "I, John Jones, being of sound and disposing mind and memory," etc., is a sufficient signature, *Lemayne* v. *Stanley,* 3 Lev. 1; *Armstrong* v. *Armstrong,* 29 Ala. 538; *Adams* v. *Field,* 21 Vt. 256; but for contra decisions see, *In re Booth,* 127 N. Y. 109, 27 N. E. 826; *Warwick* v. *Warwick,* 86 Va. 596, 10 S. E. 843; *Ramsey* v. *Ramsey,* 13 Gratt. (Va.) 664.